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*Attorneys for Tecumseh–Infinity Medical  
Receivable Fund, LP*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA**

In re:  
  
INFINITY CAPITAL MANAGEMENT, INC.  
*dba* INFINITY HEALTH CONNECTIONS,  
  
Debtor.

Case No. 21-14486-abl  
Chapter 7

HASELECT-MEDICAL RECEIVABLES  
LITIGATION FINANCE FUND  
INTERNATIONAL SP,

Plaintiff,

v.

TECUMSEH–INFINITY MEDICAL  
RECEIVABLES FUND, LP,

Defendant.

Adversary Case No. 21-01167-abl

**THIRD AMENDED NOTICE OF RULE  
30(b)(6) DEPOSITION OF WITNESS  
FOR HASELECT-MEDICAL  
RECEIVABLES LITIGATION  
FINANCE FUND INTERNATIONAL,  
SP**

HASELECT-MEDICAL RECEIVABLES  
LITIGATION FINANCE FUND  
INTERNATIONAL SP, et al.,

Counter-Claimant,

v.

TECUMSEH–INFINITY MEDICAL  
RECEIVABLES FUND, LP, et. al.,

Counter-Defendants.

**THIRD AMENDED NOTICE OF RULE 30(b)(6) DEPOSITION OF WITNESS FOR  
HASELECT-MEDICAL RECEIVABLES LITIGATION  
FINANCE FUND INTERNATIONAL, SP**

NOTICE IS HEREBY GIVEN that Defendant/Counterclaim Plaintiff/Counter Defendant Tecumseh–Infinity Medical Receivables Fund LP (“**Tecumseh**”), by and through their counsel of record, pursuant to Federal Rule of Civil Procedure Rule 30(b)(6) (made applicable to this proceeding by Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure) will take the deposition of the representative of HASElect-Medical Receivables Litigation Finance Fund International, SP (“**HASElect**”) regarding the topics enumerated below on **June 27, 2023, at 10:00 a.m. (Pacific)**, before a Notary Public, or before some other person authorized by law to administer oaths and will be recorded via video and/or stenographic means. The deposition will be conducted in-person at GARMAN TURNER GORDON, LLP, located at 7251 Amigo St., Suite 210, Las Vegas, Nevada 89119.

Oral examination will continue from day-to-day until completed, or at a later date mutually agreed upon by the parties until completed. Reorganized Debtor reserves the right to videotape the deposition.

Pursuant to Federal Rule of Civil Procedure Rule 30(b)(6), HASElect shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, as to each of the following matters:

**TOPICS FOR TESTIMONY**

1. Matters relating to the formation of HASElect-Medical Receivables Litigation Finance Fund International SP’s (“HASElect” or “You” or “Your”) business relationship with Infinity Capital management, Inc. (“Infinity”).

2. Matters relating to the administration of Your business relationship with Infinity.

3. Matters relating to the facts and circumstances of the termination of Your business relationship with Infinity.

4. Matters relating to your knowledge concerning the facts and circumstances of the formation of Tecumseh-Infinity Medical Receivables Fund LP (“Tecumseh”).

- 1           5.       Matters relating to the termination of Your business relationship with Chad Meyer.
- 2           6.       Matters relating to the termination of Your business relationship with Simon Clark.
- 3           7.       Matters relating to the facts and circumstances of any and all loans You made to
- 4       Infinity.
- 5           8.       Matters relating to all efforts by You to perfect any security interest in Infinity's
- 6       personal property.
- 7           9.       Matters relating to the facts and circumstances concerning Your negotiation and
- 8       execution of the Second Amended & Restated Loan and Security Agreement and Promissory Note
- 9       with Infinity.
- 10          10.       Matters relating to Infinity's use of any funds obtained from loans from You.
- 11          11.       Matters relating to the facts and circumstances concerning Infinity's negotiation
- 12       and execution of a Sub-Advisory Agreement with Tecumseh, as identified in paragraph 24 of Your
- 13       Amended Complaint.
- 14          12.       Matters relating to the factual basis for Your assertion of any interest in any medical
- 15       receivables owned or acquired by Tecumseh.
- 16          13.       Matters relating to the factual basis for Your assertion of any interest in any medical
- 17       receivables owned or acquired by Infinity on behalf of Tecumseh.
- 18          14.       Matters relating to the factual basis for Your assertion in paragraph 16 of Your
- 19       Amended Complaint 16 that "HASelect is informed and believes that Tecumseh subsequently
- 20       colluded with Infinity to conceal the sale and assignment of the HAS Accounts from HASelect to
- 21       allow Infinity time to collect proceeds from the HAS Accounts and to transfer such proceeds to
- 22       Tecumseh. Specifically, Tecumseh requested on various occasions that Infinity conceal
- 23       information from HASelect concerning the HAS Accounts and other Collateral, and Infinity
- 24       complied with such requests."
- 25          15.       Matters relating to the factual basis for Your assertion in paragraph 60 of the
- 26       Amended Complaint that "HASelect is entitled to a declaration that (i) it holds a perfected security
- 27       interest in the HAS Accounts and the Disputed Accounts pursuant to the MLA, (ii) any interest
- 28       Tecumseh claims in any of the HAS Accounts or the Disputed Accounts is subordinate and subject

1 to HASElect's prior, perfected security interest in the same, (iii) any interest Tecumseh claims in  
2 any of the HAS Accounts or the Disputed Accounts was unperfected as of the Petition Date, and  
3 (iv) HASElect is entitled to immediate possession of the HAS Accounts and the Disputed Accounts  
4 and all proceeds thereof."

5 Dated this 13<sup>th</sup> day of June 2023.

6 GARMAN TURNER GORDON LLP

7  
8 By: /s/Jared Sechrist  
9 GERALD M. GORDON, ESQ.  
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13 and

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27 *Attorneys for Tecumseh–Infinity Medical*  
28 *Receivable Fund, LP*

**CERTIFICATE OF SERVICE**

1. On June 13, 2023, I served the following document(s): **THIRD AMENDED NOTICE OF RULE 30(b)(6) DEPOSITION OF WITNESS FOR HASELECT-MEDICAL RECEIVABLES LITIGATION FINANCE FUND INTERNATIONAL, SP**
2. I served the above-named document(s) by the following means to the persons as listed below:

☒ ECF System:

CLARISSE L. CRISOSTOMO on behalf of ROBERT E. ATKINSON  
[clarisse@nv-lawfirm.com](mailto:clarisse@nv-lawfirm.com); [bknotices@nv-lawfirm.com](mailto:bknotices@nv-lawfirm.com)

BART K. LARSEN on behalf of HASELECT-MEDICAL RECEIVABLES  
LITIGATION FINANCE FUND INTERNATIONAL SP  
[blarsen@shea.law](mailto:blarsen@shea.law); [kwyant@shea.law](mailto:kwyant@shea.law);

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 13<sup>th</sup> day of June 2023.

/s/ Tonya Binns  
an employee of  
GARMAN TURNER GORDON LLP